

*Interlocal Agreement
Malone Redevelopment Area*

THIS AGREEMENT is made and entered into by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska, Lincoln, hereinafter referred to as "UNL".

The Malone Redevelopment Study Committee was established on April 29, 1987, to reach a consensus on a plan for the future development of the Malone Neighborhood and its relationship to the eastern boundary of the city campus of UNL.

After considerable review and discussion between committee members representing the Malone Neighborhood Association, the Malone Center, UNL and the City, a plan entitled the "Malone Redevelopment Area Implementation Plan" was submitted for proposed land uses in an area described as the Malone Redevelopment Study Area, bounded by Vine Street, "Q" Street, 19th Street, and 23rd Street, together with an implementation plan to effect the recommendations contained in said land-use plan. The plan contemplates the establishment of a park and bikeway by the City, and the transfer of various interests in real property between the City and UNL. The plan also contemplates the establishment of certain planning and implementation committees for the purpose of establishing appropriate implementation strategies and the monitoring of progress in the implementation of the land-use plan.

The City and UNL are desirous of formalizing the understandings contained in the consensus reached and plans developed by the Malone Redevelopment Study Committee as incorporated into the Malone Redevelopment Area Implementation Plan and to provide a framework within which such plans may be implemented through the establishment of the recommended committee structure.

The Interlocal Cooperation Act, Neb. Rev. Stat. § 23-2201, et seq., provides that two or more public agencies may enter into agreements for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The land-use plan attached hereto, marked as Exhibit "A", and made a part hereof by reference is hereby adopted by the parties as the preferred land-use plan for the areas depicted thereon. It is specifically recognized and agreed that this preferred land-use plan represents the current expressed intent of the parties hereto, but is not intended to be inflexible or incapable of accommodating deviations necessary or desirable because of changed circumstances without formal amendment of this agreement. It is specifically intended that this preferred land-use plan shall be subject to various levels of review, as hereinafter set forth, annually, quinquennially, and vicennially.

The land-use plan will be implemented in three phases to allow for the systematic and timely accomplishment of the planned goals. The phases are based on the following factors: Needs, priorities, ownership patterns, financial feasibility, and affect on existing conditions. Activities in Phase I are expected to occur first. However, if circumstances allow, or if funding becomes available, Phase II or Phase III activities could proceed. It is not intended that a single project or phase must be completed before another phase is commenced.

University expansion, as shown on Exhibit "A", will occur in three phases. The park and housing rehabilitation and redevelopment activities will begin parallel to the Phase I university activities.

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The land-use plan includes the following five components:

A. Malone Center and Malone Manor will use the block bounded by Vine and "U" and 20th and 22nd Streets.

B. A neighborhood park containing a minimum of six acres will be developed by the city within two years from the date of this agreement. The park will be located adjacent to, and south of, the Malone Center and Malone Manor and will extend to "T" Street between 20th and 22nd Streets and to "S" Street between 21st and 22nd Streets. The park will be owned and maintained by the City. In order to maintain long-range flexibility, the park property shall be conveyed to, or acquired by, the City free from any trusts or conditions, and developed in an unrestricted fashion, so as not to preclude its subsequent reutilization for other municipal uses or conveyances to UNL or another entity. It is, however, the intention of the parties that said park should be used as a viable neighborhood park for at least twenty (20) years.

C. The areas between Vine and "T" Streets and 19th and 20th Streets, and "T" and "Q" Streets between 19th and 21st Streets and between "S" and "Q" Streets between 21st and 22nd Streets except the lots described in E below will be available for UNL expansion and activities.

D. A buffer, as shown on Exhibit "A", outside of the park, will be developed to separate UNL and neighborhood uses.

E. A one hundred (100) foot wide area on the eastern edge of Block 7, Lincoln Driving Park Company's First Subdivision, including Lots 1-4, and Lots 33-36 thereof, will be acquired by the City within two years from the date of this agreement. The City will proceed with the construction and development of a hiker-biker path on such property, and shall, upon completion of the hiker-biker path, sell to the University, or exchange for other real property the fee title to said property, reserving to the City an easement for the location, reconstruction, and operation of said hiker-biker path. The easement area to be reserved shall be not less than twenty (20) feet in width.

It is recognized that the assembly of the park area, the development of the hiker-biker path, and the utilization of properties for UNL expansion and activities will necessitate the sale or exchange of various interests in real property by and between the City and UNL. It is also recognized that, at various times, it may be necessary or desirable for one entity or the other to exercise its power of eminent domain for the acquisition of necessary property rights with all or some portion of said property rights to be thereafter conveyed to the other entity. In all such sales or exchanges, the parties agree that values to be attached to such properties shall be based, not only upon the appraised value of the property as then existing, but also upon the costs of acquisition to the acquiring entity, including costs of condemnation, relocation, demolition of structures, and improvement of property as may be necessary to make the property useable for its intended purposes. The parties shall also consider easements or other interests reserved.

2. The parties agree to establish a planning mechanism to provide systematic and ongoing communication between the City and UNL for the purpose of developing appropriate policies and programs that impact long-term development of the physical and human environment of the City and UNL.

The planning mechanism shall operate on a two-tiered basis. The Mayor of the City and the Chancellor of UNL shall each designate two (2) members of their professional planning staff to meet at least four times a year to address technical concerns of both short and long range nature. The designated planning staff shall thereafter meet as needed, but not less than twice a year, with the

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Mayor and Chancellor, or their designated representatives, and such other appropriate personnel from each of the parties for the purpose of reviewing proposed programs, policies, and strategies or other areas of concern.

An immediate task of the City and University Staff will be to develop strategies for implementation of the land-use plan, including development of schedules, estimating costs, identifying participants, refinement, interpretation, and integration of the plan into other planning activities of the City and UNL, and identification of resources, including pending property sales and land trades. Amendments to current planning documents shall be submitted to the appropriate bodies for review and adoption. Those participating in the planning process will also participate in the annual, quinquennial, and vicennial reviews as required hereunder.

A monitoring committee shall be established by the parties consisting of two (2) representatives designated by UNL, two (2) representatives designated by the City, with the Malone Neighborhood Association and the Malone Center each being requested to designate two (2) representatives. A chair shall be elected by the committee and the City's Urban Development Department shall provide staff assistance as necessary. The purpose of the monitoring committee shall be to (a) insure that appropriate action is being taken to implement the plan and that actions and decisions conform to, and do not detract from the plan; and (b) review, on an ongoing basis actions, plans, proposals, and policies that would affect the area included within the land-use plan.

The monitoring committee will meet on a quarterly basis, unless otherwise agreed upon by the committee, and shall issue a statement expressing their satisfaction or concerns, or both, with implementation efforts to each of their governing organizations. If at any time issues or concerns arise, any one of the representatives of the four (4) organizations may request a special meeting to discuss the problem.

At least once a year there will be a meeting between the planning committee, administration, and the monitoring committee. A review of the Malone Redevelopment Study Area will occur at this joint meeting every five (5) years. Twenty (20) years after the date of this agreement, a comprehensive review will be conducted to determine the continued appropriateness of the Malone Redevelopment Area implementation plan and other plans that affect the Malone Redevelopment Study Area. The parties agree that if relocation of the hiker-biker path described above is deemed necessary or desirable by the parties after any of the reviews described above, then an alternate, functional easement and route, approved by the parties, shall be provided on the premises of UNL or elsewhere. Unless otherwise agreed to by the parties, the cost of relocation and reconstruction of the hiker-biker path shall be the responsibility of the party requesting such relocation.

3. This agreement shall continue in full force and effect from the date of execution by both parties for a period of twenty (20) years, and thereafter either party may terminate this agreement upon giving the other party thirty (30) days written notice of its intention to terminate.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates indicated below. (City Resolution No. A-72134, June 27, 1988; executed by the Board of Regents of the University of Nebraska June 11, 1988).